

DELGADO COMMUNITY COLLEGE  
PURCHASING DEPARTMENT  
501 CITY PARK AVENUE  
NEW ORLEANS, LOUISIANA 70119  
(504) 762-3031

INVITATION TO BID

BID NAME:

40006-165  
PRINTING, ADDRESSING, & MAILING  
OF STUDENT STATEMENTS

TO BE OPENED ON:  
JUNE 10, 2011 AT 2:00 PM

CONTACT PERSON:  
SUSAN VARBLE  
DIRECTOR OF PURCHASING

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NAME OF COMPANY

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ADDRESS

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CITY, STATE, ZIP

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PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

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SIGNATURE OF COMPANY REPRESENTATIVE

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NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

## GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be e-mailed to [svarbl@dcc.edu](mailto:svarbl@dcc.edu) or addressed to Susan Varble at the following address:

Delgado Community College  
Purchasing Office  
501 City Park Avenue  
New Orleans, LA 70119

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents. All questions or comments must be received no later than five (5) working days prior to bid opening. No such inquiries will be entertained after that date. Any disputes resulting from tardy inquiries will be interpreted in favor of the College.

2. Bids may be submitted by mail or in person. Bids will not be accepted via fax or by any other method. Mailed bids and hand-carried bids shall go to the address in item no. 1. All bids returned via mail should have the bid name and number on the front of the envelope. If bids are delivered via an express mail carrier, the bid name and number of the bid should be on the front of the document. If hand delivering the bid, do not leave bids at the front desk.
3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.
4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.
5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.
6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

## SPECIFICATIONS

### SCOPE OF WORK:

SUCCESSFUL BIDDER SHALL PRINT, ADDRESS, AND MAIL THE DELGADO COMMUNITY COLLEGE STUDENT STATEMENTS.

### STATEMENT FREQUENCY:

THERE WILL BE THREE (3) TO FOUR (4) MAILINGS EACH SEMESTER. THERE ARE THREE (3) SEMESTERS PER CALENDAR YEAR.

### STATEMENT QUANTITIES:

EACH SUCCESSIVE SEMESTER MAILING WILL DECREASE IN SIZE. THE LARGEST (1<sup>ST</sup>) MAILING WILL BE APPROXIMATELY 13,200 EACH AND THE LAST MAILING WILL BE APPROXIMATELY 900 EACH. THE COLLEGE GUARANTEES NO MINIMUM OR MAXIMUM QUANTITIES.

### STATEMENT TYPE:

STATEMENTS SHALL BE PRINTED ON REGULAR 20, WHITE, PREMIUM #4 XEROGRAPHIC PAPER, MOST STATEMENTS WILL BE ONLY ONE (1) PAGE IN LENGTH, BUT A FEW MAY BE MULTIPLE PAGES. STATEMENT WILL BE PRINTED ON BOTH SIDES, WITH THE BACK SIDE DISPLAYING STANDARD TEXT. EXACT TEXT WILL BE PROVIDED AT TIME OF ORDER.

STATEMENT SHALL BE AS PER ATTACHED SAMPLE, INCLUDING SHADING.

VENDOR SHALL ADD CUSTOMIZED TEXT TO EACH STATEMENT, AS REQUESTED.

STATEMENT WILL BE PERFORATED AT DIVIDING LINE FOR "SEND BACK" PORTION OF STATEMENT.

### COLLEGE INFORMATION:

ALL COLLEGE INFORMATION WILL BE SENT TO THE SUCCESSFUL VENDOR VIA FTP IN A TEXT FORMAT FILE.

### PAPER

PAPER SIZE IS 8 ½" X 11" (WE WILL ACCEPT TWO-SIDED COPIES.)

### ADDRESSING:

SUCCESSFUL VENDOR SHALL ADD ZIP + 4 DELIVERY POINT BARCODE TO ASSURE LOWEST 1<sup>ST</sup> CLASS POSTAGE.

### MAILING:

SUCCESSFUL VENDOR SHALL TRI-FOLD STATEMENTS, INSERT THEM INTO #10 DOUBLE-WINDOW ENVELOPES (PROVIDED BY VENDOR), SEAL, AND METER THEM. VENDOR SHALL THEN PRE-SORT AND MAIL STATEMENTS.

IF REQUESTED BY COLLEGE, VENDOR SHALL INSERT ADDITIONAL DOCUMENT(S) IN EACH MAILING. COLLEGE WILL PROVIDE ADDITIONAL DOCUMENT(S) IF REQUESTED.

POSTAGE:

BIDDERS SHOULD NOT INCLUDE POSTAGE IN THEIR BIDS. FIVE (5) WORKING DAYS PRIOR TO MAIL DATE, VENDOR SHALL INFORM MS. ANNETTE HOLCOMB, DIRECTOR OF ACCOUNTS RECEIVABLE, OF THE POSTAGE AMOUNT. BIDDER SHALL PICK UP CHECK FOR POSTAGE FROM THE COLLEGE BUSINESS OFFICE AND PRESENT TO USPS WITH MAILING. **BIDDER MUST FURNISH MS. HOLCOMB WITH COPIES OF FORM 2602 WITHIN 72 HOURS OF MAILING.**

REPORTING:

SUCCESSFUL VENDOR SHALL PROVIDE THE COLLEGE WITH A REPORT IN CD-ROM FORMAT AFTER EACH MAILING. EACH REPORT SHALL INCLUDE THE FOLLOWING INFORMATION:

DATE VENDOR RECEIVED COLLEGE FILE REQUESTING MAILING

SEMESTER AND YEAR

INDIVIDUALIZED TEXT

TOTAL NUMBER OF STATEMENTS SENT

TOTAL DOLLAR VALUE OF STATEMENTS SENT

LISTING OF EACH STUDENT'S NAME AND STATEMENT NUMBER (LIST MAY BE SORTED ALPHABETICALLY OR BY STATEMENT NUMBER)

COPY OF EACH STUDENT'S STATEMENT

EACH VENDOR SHALL SUBMIT **WITH THE BID** A SAMPLE REPORT OF THE ABOVE. THE SAMPLE REPORT SHALL ALSO INCLUDE THE FOLLOWING: 1) CONFIRM RECEIPT OF THE FLAT FILE WITH ALL THE INFORMATION LISTED IN THE "REPORTING" SECTION VIA E-MAIL, FAX, OR IMAGING 2) SUBMIT A CD WITH A FULL AND COMPLETE IMAGE OF THE STUDENT'S FEE STATEMENT 3) CONFIRMATION, RECEIPT OF DATA FILE RECEIVED (TOTAL NUMBER OF FEE STATEMENT) AND AMOUNTS 4) TOTAL NUMBER OF FEE STATEMENTS THAT WERE NOT SUCCESSFULLY PRINTED OR MAILED 5) INVOICE BY JOB. PLEASE SUBMIT A SAMPLE OF A CURRENT ACCOUNT EQUAL TO OUR VOLUME AND STATEMENT TYPE.

AGREEMENT TERM:

THE INITIAL AGREEMENT WILL BE FROM JULY 1, 2011 THROUGH JUNE 30, 2012. IF MUTUALLY AGREEABLE, AGREEMENT MAY BE RENEWED FOR TWO (2)

ADDITIONAL TWELVE MONTH PERIODS, AT THE SAME PRICES, TERMS, AND CONDITIONS OF THE ORIGINAL BID.

PRIVACY:

ALL RECORDS PROVIDED TO THE VENDOR SHALL REMAIN THE EXCLUSIVE PROPERTY OF THE COLLEGE. THEY MAY NOT BE SHARED OR SOLD IN ANY WAY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STUDENT. ANY BREACH OF PRIVACY WILL BE GROUNDS FOR IMMEDIATE CANCELLATION OF THE AGREEMENT. ALL RECORDS WILL BE SUBJECT TO THE BUCKLEY ACT 29:U.S.C.1232(G). EVERY EFFORT WILL BE TAKEN TO INSURE THE PRIVACY OF ALL DOCUMENTS PROVIDED BY THE VENDOR.

INSURANCE:

INSURANCE, AS PER THE ATTACHED INSURANCE REQUIREMENTS, IS REQUIRED FOR THIS BID, AND EVIDENCE OF SUCH MUST BE SUBMITTED TO THE PURCHASING DEPARTMENT BEFORE SERVICES MAY BE PERFORMED. FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE CANCELLATION OF ANY AND ALL CONTRACTS.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:

THE CONTINUANCE OF THIS SERVICE IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THIS SERVICE BY THE LEGISLATURE. THIS SERVICE SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.

## **BID SCHEDULE**

1. PRINTING, ADDRESSING, SORTING, MAILING, AND REPORTING OF STUDENT STATEMENT

STATE PRICE PER PAGE HERE: \_\_\_\_\_

2. ADDITION OF DOCUMENT(S) FOR MAILING

STATE PRICE PER PAGE HERE: \_\_\_\_\_

3. ANY ADDITIONAL CHARGES NOT SPECIFIED ABOVE. PLEASE STATE TYPE OF CHARGE AND PRICE. PLEASE NOTE THAT THE COLLEGE WILL NOT HONOR INVOICES FOR ANYTHING, EXCEPT THOSE CHARGES SPECIFICALLY LISTED ON THIS PAGE

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**NOTE:**

THE COLLEGE MAY BE LOOKING AT A VERY SHORT TIME FRAME BETWEEN CONTRACT AWARD AND DELIVERY OF SERVICES. PLEASE STATE BELOW HOW LONG IT WILL TAKE YOUR COMPANY TO INITIATE SERVICES AFTER CONTRACT AWARD.

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615 CITY PARK AVE.  
NEW ORLEANS, LA 70119-4399

→ green ink

# STATEMENT OF ACCOUNT

TERM Summer 2008	BILL NO. 002133
DATE 06-19-08	DUE DATE 06-19-08
AMOUNT DUE \$15.00	ACCOUNT NO. <del>104-14-245</del>
ACCOUNT NAME <del>XXXXXXXXXX</del>	



Student name  
Student address

Bursars Office, Delgado Hall, Room 118E  
615 City Park Ave.  
New Orleans, LA 70119-4399



Please detach and return top portion with your remittance. Make checks payable to: Delgado Community College

AVOID LONG LINES AND LATE FEES BY PAYING VIA  
THE WEB @WWW.DCC.EDU. IF YOU HAVE ANY QUESTIONS,  
PLEASE REFER TO OUR ON-LINE DIRECTORY ASSISTANCE  
TO CONTACT THE APPROPRIATE OFFICE/DIVISION.

ACCOUNT #		Student Account		COLLEGE: BW	
DATE	SUBCD	DESCRIPTION	CHARGES	CREDITS	BALANCE
03-28-08	50300	PREVIOUS BALANCE			0.00
		APPLICATION FEE	15.00		
		CURRENT DUE:			15.00

FOR ANY QUESTIONS REGARDING THIS STATEMENT, PLEASE CALL 671-5457

Black ink, except Delgado Community  
College in green

Sample statement

## **INSURANCE REQUIREMENTS FOR VENDORS**

**VENDORS SHALL PROCURE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARRISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE VENDOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN THE VENDOR'S BID.**

### **A. MINIMUM SCOPE OF INSURANCE**

**COVERAGE SHALL BE AT LEAST AS BROAD AS:**

- 1. INSURANCE SERVICES OFFICE FORM NUMBER GL002 (ED. 1/73) COVERING COMPREHENSIVE GENERAL LIABILITY AND INSURANCE SERVICES OFFICE FORM NUMBER GL040 COVERING BROAD FORM COMPREHENSIVE GENERAL LIABILITY; OR INSURANCE SERVICES OFFICE COMMERCIAL GENERAL LIABILITY COVERAGE ("OCCURRENCE" FORM CG0001). "CLAIMS MADE" FORM IS UNACCEPTABLE. THE "OCCURRENCE FORM" SHALL NOT HAVE A "SUNSET CLAUSE".**
- 2. INSURANCE SERVICES OFFICE FORM NUMBER CA0001 (ED. 1/78) COVERING AUTOMOBILE LIABILITY AND ENDORSEMENT CA0025 OR CA0001 1923. THE POLICY SHALL PROVIDE COVERAGE FOR OWNED, HIRED, AND NON-OWNED COVERAGE. IF AN AUTOMOBILE IS TO BE UTILIZED IN THE EXECUTION OF THIS CONTRACT, AND THE VENDOR/CONTRACTOR DOES NOT OWN A VEHICLE, THEN THE PROOF OF HIRED AND NON-OWNED COVERAGE IS SUFFICIENT.**
- 3. WORKER'S COMPENSATION INSURANCE AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA, INCLUDING EMPLOYERS LIABILITY INSURANCE.**

### **B. MINIMUM LIMITS OF INSURANCE**

**VENDOR SHALL MAINTAIN LIMITS NO LESS THAN:**

- 1. COMMERCIAL GENERAL LIABILITY: \$1,000,000.00 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE.**
- 2. AUTOMOBILE LIABILITY: \$1,000,000.00 COMBINED SINGLE LIMIT PER ACCIDENT, FOR BODILY INJURY AND PROPERTY DAMAGE.**
- 3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY: WORKER'S COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE. EXCEPTION: EMPLOYERS LIABILITY LIMIT IS TO BE \$1,000,000.00 WHEN WORK IS TO BE OVER WATER AND INVOLVES MARITIME EXPOSURE.**

### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

**ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY THE COLLEGE. AT THE OPTION OF THE COLLEGE, EITHER 1) THE INSURER SHALL REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS RESPECTS THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS, OR 2) THE VENDOR OR CONTRACTOR SHALL PRODUCE A BOND GUARANTEEING PAYMENT OF LOSSES AND RELATED INVESTIGATIONS, CLAIMS ADMINISTRATION AND DEFENSE EXPENSES.**



**D. OTHER INSURANCE PROVISIONS**

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

**1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES**

- A. THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, BOARDS AND COMMISSIONS AND VOLUNTEERS ARE TO BE ADDED AS "ADDITIONAL INSURED" AS RESPECTS LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF THE VENDOR; PRODUCTS AND COMPLETED OPERATIONS OF THE VENDOR, PREMISES OWNED, OCCUPIED OR USED BY THE VENDOR. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, OR VOLUNTEERS.**
- B. ANY FAILURE TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, BOARDS AND COMMISSIONS OR VOLUNTEERS.**
- C. THE VENDOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S LIABILITY.**

**2. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

**THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE VENDOR OR CONTRACTOR FOR THE COLLEGE.**

**3. ALL COVERAGES**

**EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO THE STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY EITHER PARTY OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE COLLEGE.**

**E. ACCEPTABILITY OF INSURERS**

**INSURANCE IS TO BE PLACED WITH INSURERS WITH A BEST'S RATING OF A-:VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKER'S COMPENSATION COVERAGE ONLY.**

**F. VERIFICATION OF COVERAGE**

**VENDOR/CONTRACTOR SHALL FURNISH THE COLLEGE WITH CERTIFICATES OF INSURANCE AFFECTING COVERAGE REQUIRED BY THIS CLAUSE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE COLLEGE BEFORE WORK COMMENCES. THE COLLEGE RESERVES THE RIGHT TO REQUIRE COMPLETE, CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.**

**G. SUBCONTRACTORS**

VENDOR/CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL FURNISH SEPARATE CERTIFICATES FOR EACH SUBCONTRACTOR. ALL COVERAGES FOR SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN.

**INDEMNIFICATION AGREEMENT**

\_\_\_\_\_, AGREES TO PROTECT, DEFEND,  
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF LOUISIANA, ALL  
STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS  
OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, INCLUDING VOLUNTEERS,  
FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES AND  
LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE  
DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR OR  
IN ANY WAY GROW OUT OF ANY ACT OR OMISSION OF  
\_\_\_\_\_, ITS AGENTS, SERVANTS, AND  
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES  
INCURRED BY \_\_\_\_\_ AS A RESULT OF  
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
ANY CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION EXCEPT THOSE CLAIMS,  
DEMANDS, AND/OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE  
OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES,  
BOARDS, COMMISSIONS, ITS AGENTS, REPRESENTATIVES, AND/OR  
EMPLOYEES. \_\_\_\_\_ AGREES TO INVESTIGATE  
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH  
CLAIMS, DEMANDS, OR SUITS AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL  
OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THEY (CLAIMS, ETC)  
ARE GROUNDLESS, FALSE, OR FRAUDULENT.

ACCEPTED BY

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE ACCEPTED

IS CERTIFICATE OF INSURANCE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

## SPECIAL CONDITIONS

1. Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

All bids must be submitted on the form(s) furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.

Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be clearly stated on the bid form. The College will not be responsible for freight charges not clearly stated as a part of this bid.

Delgado Community College reserves the right to reject any and all bids and to waive any informalities.

It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.

2. If item(s) or services bid do not fully comply with specifications, including brand and/or product number, bidder must state in what respect the item(s)/services deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.
3. Award to be made on an all-or-none basis.
4. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Vendor must state the brand/model he or she is bidding on each item.

It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

5. At the option of the College and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same prices, terms, and conditions. Contract shall not exceed thirty-six (36) months.
6. If the Vendor fails to make delivery within a satisfactory time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
7. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
8. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College shall be final.
9. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
10. The college reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
11. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted before work can commence.
12. In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.